THE "fall season" has opened unexpectedly early, by the arrival of three whalers from the Arctic Ocean, with full cargoes. These vessels are—the Reindeer, with 1450 bbls. whale oil and 23,000 fbs. bone; the Braganza, with 600 bbls. sperm, 1300 bbls, whale oil, and 20,000 fbs, bone; and the Florida, with 50 bbfs, sperm, 1150 bbfs, whale oil, and 16,000 fbs. bone, This result has been so contrary to the experience of the past few years, where the poorer ships have generally arrived first, that it has excited the hope that the days of bad-luck with whalemen are past, and a brighter prospect is before them.

The season in the Arctic has been remarkably pleasant, and favorable for whaling. The Florida entered the Straits about May let, and there has been but little io: in the ocean, not sufficient to hinder whaling whenever desirable. So mild was the winter that twice the Coral, which wintered in the Arctic, found the ocean clear around her before the return of spring. Whales were unusually abundant, "thick as porpoises," and the returned vessels report that they could readily have taken from 500 to 1000 barrels more of oil if they had had any place or casks to stow it in. This is enough to assure us and shipowners at home that the whales are not yet all "dead broke," and gone to parts unknown. The accounts which the sailors give us of the pleasant weather and multitudes of whales in the Arctic remind us of the stirring reports brought by Captains Roys and Walker in 1840-8. We have no advices yet from the Ochotsk fleet, but we can safely say that the Arctic ground is good for the next ten years at least.

Although no vessel is in port to load oil for home, the Erie, now 133 days out from New Bedford, and the Raduga, 100 days out from Boston, may be looked for early in October. Both these ships will be laid on for oil.

Regarding the rates of exchange, there is much uncertainty existing, and probably nothing will be done in it before the arrival of the next mail with telegraphic advices from York to Sept. 5. Should the high premium on gold continue, as it unquestionably will, if it has been caused by the enormous issue of five hundred millions of paper money from the Government treasury, it must continue to derange the exchange drawn on New York from all parts of the world. When exchange between New York and London is at a premium of 20 per cent., and 24 per cent. with Bremen, there seems to be no remedy against drawing at a high rate here, except by selling oil or goods to meet the ship's expenses. This can be done to a very limited extent only, and ought to be done, when it can.

Besides the three whalers noticed, there have been two arrivals from foreign ports. The schooner Toundo came in on Friday with a fall cargo of lumber from Puget Sound, a part of which was landed at Lahaina. She sailed again early this morning for Victoria, taking a full cargo of sugar and molasses. The ship Leonidas also arrived on Friday in distress,

leaking 2100 strokes an hour. She is from Puget Sound, with a cargo of spars, bound for the River Platte, South America. A survey has been held on her, and her cargo ordered to be discharged. The leak is thought to be in the stern. A latter received from Kauai by Messrs. Hoffschlaeger &

Stapenhorst, states that a brig, supposed to be the whaling brig Wailua, owned by that house, was lying off and on at Waimea. She has been long looked for, and has not before been heard from for about a year. She ought to arrive in port within a The bark Braganza came into port leaking, and will require

to discharge her cargo, in order to examine the extent of damage. She has hauled up to the Custom-house wharf for that A large auction sale, to close consignments, took pince at the

tooms of John H. Cole, on Tuesday, and the average prices were very fair-cotton goods and linens having advanced coniderably on former prices.

COMMERCIAL TYPES.

SPECIE AND EXCHANGE .- At no time in our country's history -at least not since the days of the Revolution-have gold, silver, and exchange on Europe been so high as last week. Gold sold at a premium of 17 per cent., silver of 12 to 15 per cent., and even coppers are at a slight premium. Exchange on England sells at 29 per cent.; but as the different notes of value between the pound and the dollar make a nominal difference of about 9 per cent. against us, the actual difference of exchange is 20 per cent. That is, if a merchant has bought one thousand dollars worth of goods in England or France, it will cost him twelve hundred dollars to pay it. No business can pay this premium long. It would break

every merchant in New York and Boston if it continued two years. It has already forced many of them to withdraw their European orders. For if the goods came over, the importer must charge the consumer twenty per cent, more on his goods to cover his loss on exchange. In this respect, therefore, the high rate of exchange is no loss to the country as a whole. It forces us to buy American goods; it developes independence of foreign business, and makes us equal to the demands of our

own community.

There is some complaint that silver is hearded. There is no truth in the complaint. The New York Herald says "it is every man's duty to vigorously kick any person who is discovered to be guilty of hearding silver or selling it to the brokers. Such a recommendation of a violation of law is worthy of the paper in which it appears. Silver has been in demand for Custom House purposes, where it is not been in demand for Custom House purposes, where it is as good as gold. The com-munity have needed it and have bought. And those lucky enough to own it, of course asked a premium for it. The desire for it is now ceasing, and consequently the demand for it is now

Holders of domestic cottons now make hundreds of dollars per day, merely by marking up the prices of their goods. Such is the speculative demand for domestics, that cottons are advancing to prices never before known .- N. Y. Paper.

LATEST DATES, received at this Office.

San Francisco	" telegraphic Aug. 13 Hongkong
Moon's Phases at Ho	nolulu, in September.

Pirst Quarter,... 0 11 46 A. Last Quarter,... 15 5 51 A. Full Moon,.... 7 9 27 A. New Moon,.... 23 10 26 M. First Quarter,... 30d. 5h. 39m. M.

PORT OF HONOLULU, H. I.

ARRIVALS.

Sept. 19-Am sch Toundo, Gardner, from Puget Sound via Victoria and Lahaina, 27 days to the latter place, with about 118 M feet lumber to Messrs. Hackfeld 19-Am ship Leonidas, Wood, 40 days from Paget Soun! en route for Montevideo with lumber. Put in here for repairs, having sprung a leak while at sea. 19 Sch Nettie Merrill, Borres, from Hilo and other windward ports, with 100 kegs sugar, 20 brls molasses,

20 hides, 4 bags pulu, etc. 19 Sch Manuekawai, from Hana, with 700 awa roots, 130 goat skins, 15 bags fungus, 5 hides, and 10 deck 19-Sch Maria, Crane, from Hanalei, with 25 cords wood, 3 cabin and 4 deck passengers.

19-Sloop Kinau, Howard, from Koolau, with 170 bags paddy. 19-Sch Molokai, Joe, from Hana, with 10 cords wood. 20—Steamer Kilauca, Berrill, from windward ports, with 32 bags coffee, 9 bags fungus, 82 hides, 1 bundle goat skins, 4 bris tallow, 4 budls leather, 32 head cattle, 10 sheep 19 hogs, I doz turkeys, 6 do. fowis,

53 bris petatoes, 3000 oranges, pkg specie (\$861.75) 20-Am wh ship Reindeer, Rayner, from the Arctic, 24 months out, 1450 wh, 23,000 bone, season; 100 sp, 4375 wh, 53,000 bone, voyage; 1650 wh, 23,000 bn,

20-Sch Kamoi, Shepherd, from Kahului and Lahaina, with a cargo of wheat, flour and oats. 20—Sch Emma Rooke, Wetherby, from Makee's Landing and Labaina, with 100 bris molasses, 150 kegs sugar, 1 horse, 20 sheep, 5 pigs, 150 turkeys, lot furniture, and a large lot of native produce.
21-Am wh bark Brnganza, Forcer, from the South and Arct'c, 34j months out, 600 sp, 1300 wh, 20,000 bone, season; 685 sp, 3800 wh, 63,000 bn, voyage;

600 sp, 1500 wh, 20,000 bone, on board. 21-Am wh bark Florida, Fish, from the Arctic, 38 months out, 50 sp, 1150 wh, 16,000 bone, season; 80 sp, 3300 wh, 50,000 bone, voyage; 50 sp, 2600 wh, 15,000 bone, on board. 22-Sch Kalsma, Clark, from Kolon and Nawiliwili, with 20 cords wood, 45 bags paddy, 4 kegs butter-1

eabin and 12 deck passengers. 22—Sch Odd Fellow, Morse, from Hanalei, with 25 cords wood, 10 hides, 2 bris tallow-2 cabin and 7 deck

24-Sch Hannah, Antone, frm Hilo, with 9 hides, 112 goat skins, 2 hogs, 5 bags fungus-1 cabin and 14 deck 24-Sch Kamehameha, Green, from Maliko, with 138 brls molasses and 2 bags fungus.

DEPARTURES.

Sept. 18-Sch Moikeiki, Napela, for Lahaina and Kahului. 22-Steamer Kilauea, Berrill, for Lahaina, Kona and other windward ports. 22-Sch Nettle Merrill, Borres, for Lahaina, Hilo and other

windward ports. 22—Sch Maria, Crane, for Hanalei. 22 Sch Kekaulushi, Haley, for Kona and Kau. 22 Sch Mangokawal, Mellish, for Hana, East Mau. 23-Sch Emma Rooke, Wetherby, for Lahaina & Makee's

Landing. 23—Sch Kalama, Clark, for Nawiliwili and Koloa. 24—Sch Kamoi, Shepherd, for Lahama and Kahului.

MEMORANDA.

IT Schooner Toundo, Gardner-Left Port Townsend Aug. 22, and Victoria on the 24th. First three days, had very strong N.W. winds, after that had strong breezes from the southward and eastward for about a week. Took the trades light in lat. 33° N., long. 137° W. Arrived at Lahaina on the 16th Sept., discharged part of her cargo there, and arrived at Honolulu on the 19th.

VESSELS IN PORT-SEPTEMBER 25.

Am bark Epeedwell, Holdsworth. Am ship Leonidas, Wood. Am sch Toando, Gardner.

| Bark Braganza, Turner Ship Reindeer, Raynor Latour du Pin, Favoren Florida, Eish

FIRST REPORT from the Whaling fleet.



IF Ship Reindeer, Raynor, reports-Went into the Arctic uly 16, and had good weather most of the time, but became very blowy during the latter part of August. Took the first bowhead May 16, lat. 60° 04 N., long. 172° E., and the last Aug. 22, lat. 70 ° 10 N., long. 176 ° 20 W.-in all 15 whales, 1450 bris. oil. Saw most whales in lat. 69° 10 N., long. 174° W., from July 28 to Aug. 10. On the 1st of May, lost one of the starboard boats while running in a gale; on the 18th June, lost the starboard anchor by the ice coming in contact with us at the mouth of Plover Bay. Found very little ice, and the weather more mild this season than on any former occasionwhales numerous. Having filled all the casks, left for Honolulu August 27, and arrived on the 20th Sept.; experienced light breezes all the way down

13 Bark Braganza, Turner, reports-Left Honolulu Dec. 25 for the Line and Arctic. Took the first sperm whale Jan. 5, lat. 1° S, long. 166° W., and the last April 16, in Boki Bay, the westernmost of the Solumon group, lat. 5 ° S., long. 155 ° E .in all. 26 sperm whales, 600 bris, oil. Sperm whales were plentiful in that Bay during the month of February. Went on the Arctic whaling ground July 1st; took our first bowhead whale next day, and the last Aug. 10, lat. 68 2 30 N., long. 173 W., -12 bowheads, 1300 brls. Whales were plentiful, and weather good until about the middle of August, when it commenced to blow rather fresh. Found whales most numerous during the month of July. Left for Honolulu Aug. 27, and arrived on the 21st Sept., having experienced fine weather all the way down. Bark Florida, Fish, reports similar to that of the Rein-

deer. Whales plentiful, and weather good all the season.

	Vessels Spo	ken and	Heard	
. 4		and the same		WHAI
Aug.	1-Brig Victoria,			
	12-Bark Isabella	Tucker		
	12- " Navy, S			
- 0	13-Ship John Ho	wland, Whel	den	
- 4	13-Brig Kohola, 1	Brummerhop.		1
- 10	13-Ship Ocean, C	lark		
Je	20-Bark Coral, S.			
41.24	20-Ship Champio	n, Worth		
	20-Bark Barnstal			
Net.	20-Ship General 1	leste, Lopes.		
+3	22-Bark Catherin	e, Heppingste	one	4
	25- " Zoe, Sim	monds		
	28- " Fanny, I	lliven		15

Am ship Young Hector, Chadwick, to sail from San Francisco Sept. 6—due.

Am ship Nile, Eldridge, to sail from San Francisco about Sept. 10-due the 25th to 30th. Am bark Comet, Smith, to sail from San Francisco about Sept. 20-due early in October.

Missionary packet Morning Star, Gelett, from Micronesia-due in all November.

Bark Darmietta sailed from London July 5, for Honolulu direct. Consigned to J. T. Waterhouse.

Am. ship Raduga, Burditt. sailed from Boston June 18, with a cargo of assorted mase, to C. Brewer & Co. Am. ship Erie, Jernegan, sailed from New Bedford May 15, with

a full cargo of assorted mise, to Wilcox, Richards & Co.

Haw schooner Liboliho, Bush, from Phoenix Island-overdue.

Dutch ship Galilei, Koch, sailed from London June 7, with asstd. cargo to Jamon, Green & Co. Hamburg bark Laura & Louise, Marks, to sail from Hamburg May 1, with moise to Messrs. Hackfeld & Co. Oldenbig bark Sylphide, Hoegemann, to sail from Bremen about May 1, with merchandise to Melchers & Co. Bremen bark Pauline, ---- to leave Bremen April 10 to 15, with assid cargo to Hoffschlager & Stapenhorst. Haw wh brig Wailua, Lass, from a cruise among the Caroline group-overdue.

PASSENGERS.

From WINDWARD PORTS-per Kilauea, Sept 20-J P Parker, Frank Spencer, H A P Carter, S G Wilder, J S Batler, Geo B Farmun, W S Egerton, L L Torbert, A F Unna, W H Rogers, D R Vida, Master Hughes—12 cabin and 78 deck passengers.

From Hilo—per Nettie Merrill, Sept. 19—A B Bates, Capt. Candage, Master Emerson, 3 others, and 35 deck passeup From Labaina—per Emma Rocke, Sept 20—A McGregor and wife, George Robinson, Mr Spray, and 50 deck passengers.

For Windward Ports—per Kilanca, Sept. 22—His Honor E H Alien, H Dickenson, Master W Waterhouse, L L Torbert, J P Parker, J E Chapman, W H Rogers, E Pal, D R Vida, Geo Minor, J S Low-12 cabin and about 80 deck passengers.

THE PACIFIC

Commercial Advertiser.

THURSDAY, SEPTEMBER 25. In no one particular have the influences of civilization in these islands been more marked or been attended with a more happy change than in the judicial administration of this kingdom. If inflexible justice, grounded upon the equality of man irrespective of birth, color or wealth, constitutes a sure basis on which national prosperity can be builded, then the Hawaiian nation may justly take a high rank among the peoples of the world.

The organization of the judiciary on its present system, is due to the late and lamented RICORD and LEE. The former framed the system, but to the latter was left the more arduous task of reducing it to practical service, and it was his good fortune to live long enough to see it perfected as far as the means available would allow. Though the SYSTEM now established here may be said to be the best adapted to the wants of the mixed native and foreign classes which it serves, we are not to be understood as saying that in its various branches perfect justice is always meted, or that the Judiciary embraces only such officers as are worthy of the service. The reverse is the fact, for some are employed who are only a disgrace to it, and to the government which employs them.

Notwithstanding these defects in its branches. the Supreme Court, as now administered by Chief Justice Allen and Associate Justice ROBERTSON, is an honor to this as it would be . to any other country. By the most untiring diligence in a service requiring close application, study and research, they have been enabled to master the difficulties of their positions. and by the perspicuity and equity shown in their decisions, to win the unqualified approval of the public. This approval is traceable to the study exhibited and to the unflinching justice pervading them all, showing that they are above the influences which too often control the decisions of the bench in older countries. To the honor of Hawaii, be it said, that JUSTICE here holds her scales with blinded eyes, and the poorest native or foreigner can enter her courts and rest assured that her scales will only yield to

the weight of evidence and the law. We have been led to these comments by the recent decisions of the court and particularly that of Chief Justice ALLEN, in the case of Isaac vs. Daniel Montgomery, published in the last two Polynesians. The decision covers over seven columns, and is too lengthy to be copied in full. The case involved the right of ownership to the Punloa Salt Works Estate, and from some circumstances attending it, forms one of the most remarkable cases ever tried in our

courts. This suit having excited more than usual interest throughout the islands, we will give an abstract of the facts elicited during the trial, and quote such portions of the decision as may be important. It was instituted by Isaac Mont gomery, complainant against his brother Daniel Montgomery, respondent, to regain possession of the Salt Works, the latter having had charge of the same for the nast seven years. The princi-

pal if not the only witness in the case was Chas. W. Vincent, Esq., of this city. The property in question may perhaps be worth \$25,000 or \$30,000. It was first acquired by Isaac about 1842. In 1848, the nominal ownership of the land was conveyed to Mr. Vincent, for reasons stated in the decision to have been as follows:

"Mr. Vincent testifies that in 1848 he loaned the complainan

\$5,006, who gave him security on the lease which he then held of the Puuloa Salt works and the salt there manufactured. The complainant went to California in 1848, and on his return in 1849, he purchased the title of the estate, and he conveyed it to him to secure the original loan, and a further advance, making the amount \$8000. And it was agreed at the time that he was to have one third of the profits for his superintendence, the com-plainant one third and the complainants wife one third; and it was distinctly understood, that on the payment of the \$8000 and interest he was to re-convey the estate. He says further. We made a settlement in 1853, and I received full payment of conlainant's indebtedness, and then desired to re-convey the esite. I received one third of the profits for managing the estate considered the estate sacred, and I made provision to protect complainant in my will. I thought the estate worth four times the amount he owed me. After my settlement with the comlainant, the title remained in me for about one year and a half, and I expressed a wish to complainant to re-convey the estate to him, and the complainant replied 'Oh, let it remain.' I mentioned the same thing to him again and again, and his aswer was always the same. I thought the estate had better remain in my hands, as complainant was at that time intermerate and sometimes his conduct was imprudent.' Witness says had rescued him from many troubles, that he felt the responallity of the trust and desired to get rid of it. However th title remained in him till the arrival in this country of the reondent, and Isaac then said to him after introducing his other : I will now take the deed of the land, and in preparity deed, insert my brother's name in place of my own, and se e sum in the deed at \$15,000. He applied to Judge Harris, and he drew the deed for the land and the mortgage and thre tes of \$5,000 each at 6, 12 and 18 months. The mortgage, I am under the impression, were made for the pur-pose of blinding Mr. Harris, the object being to put Mr. Daniel intgomery in trust, and lead people to believe he owned the

The nominal ownership of the estate continued to vest in Mr. Vincent as trustee, as above stated, till June 1855, when Mr. Daniel Montgomery arrived here from England, and the estate was conveyed to him, to hold in the same manner as had been held by Mr. V., Daniel to have on final settlement one-third of the profits of the estate as his pay, and Isaac two-thirds, the latter also to have an allowance of \$1200 per annum. Instead of drawing that sum he received about \$600 a year. The estate continued to be managed under this arrangement till some time during the past year, when a dispute arose between the parties, and after some efforts to compromise matters, the suit was brought by Isaac to recover possession of his

The counsel for the respondent or defendant, Daniel Montgomery, endeavored to prove that the estate was fraudulently conveyed to Mr. Vincent and afterwards to Daniel Montgomery, and that certain testimony was therefore inadmissable; and a considerable portion of the decision refers to this point. But the trust is shown by authorities referred to, to be a cestui qui trust, and not fraudulent, and the evidence admitted.

Without noticing in detail the various points of evidence given, we will insert the decision of the Chief Justice, restoring the estate to Isaac Montgomery:

"I have examined this somewhat complicate I case with great care, and upon the best examination I am able to give the law and evidence, my judgment is that the complainant is entitled to a decree declaring him in equity entitled to a conveyance of the Puuloa estate from the respondent, and that an account should be taken of his administration of the estate on the basis of a salary, for services per annum, charging him for the re-ceipts of money for personal use; for it is certainly very clear that the complainant has been conversant with the general management of the estate, of the buildings creeted, and of the improvements made, and there is no evidence that he made any objection; therefore, upon principles of law and equity he is bound by all that has been done by his trustee, with the sole condition that the trust has in all these particulars been faith-

At present there must be an interlocutary degree that reference be made to the Clerk of the Court, ex officio Master of Chancery, to state an account of all the moneys received from the trust estate by the respondent, and also all moneys expen ded thereon by him from June 19, 1855, to the day of the filing of this bill, and particularly an account of all moneys received by the respondent for his personal use, giving him credit for his services for the period aforesaid, with the usual powers given to the Master on such occasions, to examine either party and to require the production of all books and all documents and vouchers in the possession of either party, touching the subject

The agreement between the parties in the suit seems to have been very loose and mostly verbal. Respecting this the Chief Justice well says:

"It is much to be regretted that the terms upon which this business was to be carried on were not clearly defined. It be gan in the generous feelings of brotherhood, and was carried on without regard to accountability and has terminated in a disa-It should be a warning to all in business relations The terms and conditions should be clearly understood and de-

What has attracted to this case more than usual attention from the public is the occurrance of an alleged attempt to be be the principal witness. We stated before that the case hung mainly on the testimony of Mr. C. W. Vincent. It was all-important to the success of either party that his testimony should be secured. C. C. Harris, Esq., was the counsel for the Complainant, Isaac Montgomery; and Messrs. A. B. Bates, John Montgomery and Robert G. Davis, Esquires, for Daniel Montgomery. The attempt at subornation was alleged to have been made by Messrs. Davis and John Montgomery, and the amount to be paid to Mr. Vincent for false-swearing was \$1,000. A portion of the trial was occupied with the investigation of this bribery charge, and a large portion of the Chief Justice's decision is likewise devoted to it. Each of the counsel for Daniel Montgomery was examined, as was also Mr. Vincent. Mr. Bates testified as follows:

"Mr. Bates, Counsel for respondent, testified that his client informed him that Mr. John Montgomery, associate Counsel, had stated to him that Mr. Davis had said that Vincent had made a proposition that for \$1,000 his testimony should be favorable to respondent, and at a meeting of Counsel and client, the question was put to him whether he had made such a communication, and whether Mr. John Montgomery had proposed to Mr. Daniel Montgomery to deposit with Mr. Davis, \$1,000, which was to be retained by him to abide the issue of the suit, for the benefit of Mr. Vincent, to which Mr. Davis replied, "That is false." Solicitor Montgomery was excited at this reply because he had understood Mr. Davis differently, and said, "Robert ! I can't stand that," Mr. Bates further testified that Mr. Solicitor Montgomery said to Daniel, in his presence that he had told him that he, the respondent, had given \$300, and that the respondent replied that is not true. I did it him have \$100. He came to me in distress, and I loaned, or gave (witness does not remember the word used,) him \$100, Mr. John Montgomery re-asserted the statement as made by the ent, who stated further that Mr. Vincent had applied him for aid, and he had stated to him that he did not kno how he was going to be situated, but "if I can I will help you." The respondent said he had been advised to make this commumeation to witness, in relation to the statements alleged to have

been made by Mr. Davis about Vincent's testimony. In Mr. Vincent's testimony was the following: "The respondent [Dan'l Mongomery] had made propotions to him of subornation, at his own house, and shortly before the arrival of the Speedwell on her last trip. He stated that a her arrival he expected to be in funds from a large shipmer he had made, and would give him \$1,000 if he would favor his cause. He spoke to him of the three \$5000 notes. He says he made no reply when the respondent offered him the \$1000. respondent was impressing witness's mind thus. He said to him, Vincent, "You sold Puulon and I gave you in payment three notes of \$5000 each. You gave those notes to the plaimant with your endorsement on the back. Those notes I have since paid, and if they are not paid let him, Isaac, produce them." "Now," says Vincent, "I was to support him in that, and for my support I was to have \$1000. I did not support him for I prefer to speak the truth in this Court among men, have never communicated this to any one until to-day on the

The following is Mr. Davis' testimony: " Mr. Davis testifies that Vincent stated that he had nothing to gain by this suit, if it went either way, and thought that the benefit he could derive would be employment in the line of his business, on the property, and it may be that I conveyed the idea to the minds of my associates. I cannot say that Vincent state he was of more consequence than all the lawyers. I do not recollect of having made such a statement to others. I have never lusinuated that Mr. Vincent had stated to me that he wished money placed at his disposal, and I never gave assent to a question involving this to Mr. Bates or Mr. J. Montgomery. I had a general conversation with these gentlemen, and told them that I thought Mr. Vincent's testimony would be adverse to our client. He then stated to Mr. Bates, there is one important matter in this case which I will disclose to you confidentially, that \$1000 has been named as the price of Vincent's testimony, and Mr. Bates said 'Yes, that is what I wanted to know about.' I said, then, Mr. Bates, I wish you to understand that I named it to my colleague, Mr. J. Montgomery, but the propotion did not come from Vincent. Montgomery replied, Yes, was named to me by you, but not as coming from Vincent. I replied that Mr. Monigomery might have received that impres-sion, rather than that I conveyed it. I infer that he might have received that impression from the fact that my colleague, Montgomery, afterwards told me that the respondent said that he had given Vincent \$300. Mr. Davis said that Mr. John Montgomery had called on him to put him right with Mr. Rates, in relation to the interview at Mr. Bates' office, between

all the counsel and the respondent. Mr. Vincent stated to m that Mr. Daniel Montgomery had said to him, that if he wanted \$1,000 to use, he would let him have it. I asked him if it was not in the light of a loan, and he replied, perhaps it might be so. I did not then regard the statement of Mr. Vincent as a declaration that respondent had attempted to bribe him at that time. I told the respondent what I had learned from Mr. J. Montgomery, that he had given Vincent \$300. I never told it to Mr. Bates as associate Counsel, for I did not know what to think of it. I asked respondent whether he had given Vincer \$300, and he replied that he had not given him \$300, but had loaned it, and had his note for it. I do not remember that there as been any discussion with the Counsel and respondent about the \$300 or the \$1,000."

Mr. Montgomery's testimony was as follows: "Solicitor Montgomery testifies that Mr. Davis did not us any expressions in conversation with him that Vincent could be induced to give evidence either on one side or the other, by any valuable consideration; but the impression left on his mind was that as Vincent had talked about getting half of Puuloa, and as the respondent told him so, as well as Mr. Davis, and his remarks in relation to hard times, I inferred that \$1,000 was in some shape or way a sum which Mr. Davis thought might open ate on Vincent's testimony. He felt there was a risk of cent being induced to deviate from the truth, which, from Mr Bates' statement, were on respondent's side of the case. So icitor Montgomery then made a communication to his client, o the impressions he had derived from Mr. Davis. He stated to his client that it appeared to him that Vincent expected some ducement to keep him on the right track in his testimeny and he thought \$1,000 was the indocement; to which the

spondent replied-'I have paid that man \$300, and I can't af-

* Solicitor Montgomery says he expressed surprise at this course. These remarks of Mr. Davis were undoubtedly the cause of this idea in the mind of the Solicitor that Vincent was open to a bribe. The Solicitor was interrogated whether he had not stated that Vincent wanted \$1,000 for his testimony, and whether the respondent was not a fool not to give it. He re plied that his client had given \$300, as he said, and which he and no reason to doubt, and that increasing the sum was not in creasing the offence, and that he had, said jocularly, that he might as well go the whole heg.' He denies explicitly that he ever advised respondent Montgomery to make the overture. "The witness further says: That when he said at the interview of the counsel and client, 'I can't stand that, Robert,' was under the impression that Mr. Davis meant to convey a denial that he had made any communication to me on the subject of his interview with Vincent and I did not refer to the statement of \$1,000 being deposited with Mr. Davis for Vincent's benefit. Mr. Montgomery says he desired Mr. Bates to accompany him to Mr. Davis's house for the purpose of having Mr Davis correct what he thought was unjust toward him, in the statement made by Mr. Davis in Mr. Bates' office, which I un derstood to be a denial that had communicated any thing to m about Vincent, and the \$1,000, so much talked about. terview was had, and explanations made and whatever misur standing existed in relation to the offer of \$1,000 was remove y Mr. Davis by the declaration that the proposition did no come from Mr. Vincent, to which Mr. Montgomery replied Yes, it was named to me by you, but not named as coming from Mr. Vincent.""

The evidence which has been quoted above is sufficient to show that there was an attempt to suborne Mr. Vincent's testimony. If there was an attempt, it was made by some one, and the decision of the Chief Justice exonerates Mr. Davis and also Mr. Vincent. The onus therefore must fall on his colleage, who said " he might as well go the whole hog." The com ments of the Chief Justice on him are severe :

"When Solicitor Montgomery made known to his client the im pressions he had derived from Mr. Davis, that Vincent expected some inducement to 'keep him on the right track' in his testimony, and he thought \$1,000 was that inducement, his client stated to him that he had given Vincent \$300, and could not af-ford to give more; instead of discussing the comparative crimnality of the offence of bribery, whether the sum was more or less, it was his imperative duty to have denounced such conduct. It was not an occasion to be jocular, or for a counsellor of the Court to indulge in trifling remarks upon this the most seriou of all subjects connected with proceedings in a Court of Justice. It is, indeed, trifling with serious things. It is the duty of counsel to aid in the investigation of a suit, and to keep the sources of information free from corruption, and the Couri can not for a moment entertain a discussion of the morality of giving a consideration to a witness, to induce him to tell the truth It is corruption itself; and the man who would receive money to tell the truth would receive money to tell a falsehood, and there could be no reliance upon his testimony in either case Mr. Montgomery has always sustained an honorable position at the bar, and the Court do not believe that he would seriously entertain, or advise a client to entertain, a proposition of this

The Chief Justice very properly makes the case out as favorably as the circumstances admit, for the charge appears not to have been fully proven against him; and it is a rule in law that the accused is entitled to the benefit of any existing doubts. So far as the law and the courts are concerned, Mr. Montgomery escaped conviction; but the public have the right of jurymen in this as in every case, and must be allowed to judge from the above evidence whether he did or did not "go the whole hog."

Here was a bold attempt to bribe a witness in a suit in the highest court of the kingdom. And well does the Chief Justice say regarding it: "The honor of the Bar must be sustained by an upright oure, and dangerous to the rights of parties. Should a case perative duty of the Court to strike the name of the offender

This is not the first attempt that has been made to degrade our courts, or that the conduct of the gentleman has attracted public attention, and met a public rebuke. In the settlement of the estate of A. F. Turner, who died on Kauai some years since, the authority of the court was so far set at defiance, that notice of attachment was given to Mr. M. acting as administrator of the estate, if the judgment of the Court was not peremtorily complied with, and the amount at issue (\$1000 or so) handed in. Judge Robertson's decision openly charged a dereliction

of duty, as instanced in the following: "This is a peculiar case, and demands the strictest scrutiny Mr. Montgomery was doubly clothed with a fiduciary character being at once the surviving partner and administrator of Mr. Turner. His position in sustaining, in his own person, these liverse characters, while the heirs at law of Mr. Torner reside in a foreign land was peculiarly calculated to touch and awaker the suggestions of self interest, unconsciously, it might be, to himself. Under these circumstances he became the purchaser of the property, through the intervention of a third party. No case ever came more fairly within the reason of the rule than the present, and it must be dealt with accordingly." * * * * "I think there is no doubt that, in every case where an administrator having surplus funds in his hands, has mixed up ose funds with his own, so as to derive therefrom an increase amount of credit, or has used them in any way so as to gain inrest there on, he is chargeable with interest in favor of the estate; and where it does not appear that the money has been kept separate from that of the administrator, ready to be paid over when called for, it is fair to presume that he has made use of it, and the rule applies that he ought not to derive any advantage to himself from the trust property. (See Haslar vs. Haslar, 1 Bradford's Rep. 252; Ogilvie vs. Ogilvie, ib. 358; Rocke vs. Hart, 11 Vesey's Rep. 50.) In the present case, it appears that the administrator has had a conside in his hands ever since the sale of the estate to Mr. Hoffschlaeger and even before that time, and I do not see any great force in the argument that, because no one here was at that time authorised to represent the heirs at law, he cannot be charged with interest. If the administrator wished to relieve himself from the responsibility for interest he might at any time have paid the funds into Court. I think the great question is, has he used the funds himself? If so, he must be charged with interest and the onus is upon the administrator to show that he has not done so. I think he is liable, beyond a question, for interest from the 7th of November at least."

We have thus adverted to these cases, not from any personal feelings, but because it is the duty of the press to speak openly the public voice, especially in cases affecting the purity and standing of our courts; and to show that, while our judges contend for justice, there are opposing characters to deal with. If bribery and infidelity of trusts are permitted, or passed lightly over, if attorneys can take to themselves the liberty of rising before the Chief Justice, as is said to have been done in this same Montgomery suit, in open court, and interrupt a counsel by the ungentlemanly remark "that is a lie, sir," not once but repeated twice; when such practices are allowed, we feel it our bounden duty to speak out, and declare to the judges that measures to check them cannot be too promptly taken, and that in all measures they may take to keep our courts pure, decorous and free from such conduct, they will meet the full approbation of the public.

We are without later foreign news than that given in our last issue. The ship Young Hector is on the way hither with the mails and is probably not far off. If her detention has been in San Francisco, she will bring news from thence to about the 10th inst, and the New York mails of Aug. 1st and 11th -two weeks later than we now have. The bark Nile ought to arrive also by the 30th, and the Comet will be due in about ten days.

ACCIDENT TO THE KILAUEA .- A native who arrived this morning from Labaina by the Moikciki, states that the steamer arrived there at 6 P. M., Tuesday evening, having got ashore about 10 o'clock on Monday night on Makawela Point, Molokai; she remained on till Tuesday morning, causing considerable damage to her copper, but did not leak. The damage could not have been serious as she kept on her course.

A "SECESH" FLAG Hoisted in Honolulu, under Government Patronage.

"We never presumed for a moment to mock the genuine sorrow of true Union men, the fearful ordeal, the great calamity of a whole land, by aping on a small scale the heart-rending exhibition of a divided people "We never by "word or line" or "on the street" gave the warmest or the least sympathy to any course that tended to dismember the Union by revolt or disfranchise a portion of it

Thus spake the official organ in March, 1862. Six months later, and in its last issue, it whistles

"We are grateful for our neighbor's permission to crow over " And yet history tells us that for more than 60 years, those children of moral and social darkness [the slaveholders] ruled the land and made it a rose in a desert, a star of hope to the oppressed of every clime, a flaming sword in the horizon of their oppressors.'

"We do not contemplate nor do we wish for a restoration of the Union under the name of the "United Northern States and their Dependencies South." "We do not wish a Union of boundaries, if thereby the unity of sentiment and feeling, which we knew in the days of old, and which is the living force of every nationality, must be sacrificed.

In March last, we charged the editor of the Government organ with being a secessionist. He denied it; will he do so again? His last issue is filled with a bitter tirade against the American Government and with loving sympathy for the South; and yet he says he is no secessionist. If there is any meaning in language, then the last Polynesian is openly and unequivocally for the rebellion. And yet he says, "we never by word or line gave the least sympathy," &c. Perhaps he has not got the hang of the English language yet, or does not understand the meaning of the words he uses; and if so, he had better take hold and learn it again. We will furnish him with an Elementary Grammar, if wanted, to correct the grammatical errors observable in every other paragraph.

But seriously, who is this that seeks to fan the embers of treason, though in a foreign land? What journal is it that seeks to laud the gallantry and privations of rebels against their government? It is a Press supported by a government that affects to be friendly to the nation within whose borders the rebellion unhappily exists. It is a Press to which \$3800 per annum are voted from the public funds, that aids in misrepresenting the most liberal government on earth. Talk about what a "disinterested, impartial journal" should do, when such baseness is exhibited in one owned by a government avowing friendship to the nation thus

Imagine the case changed, and Ireland in rebellion against England. Would Mr. Wyllie or the Government permit the Polynesian to malign England in behalf of the long-enslaved Irish, even should the editor's sympathies run that way as strongly as they do for the slaveholders? Or, to bring the case a little nearer home—suppose a rebellion existed on Maui or Hawaii. The editor's sympathies might be with the rebels, as they always are with traitors and treason, but would be be permitted to prostitute the paper under his charge to aid and comfort them? No, never. We speak of the Southern rebellion, as we would speak of an Irish rebellion, or of a rebellion in Hawaii nei, even if headed or defended by the Polynesian corps. Rebellion or treason anywhere and everywhere, should meet with the unqualified rebuke of all. To encourage it is to become a participant in it, and if this government, through its official organ, encourages the Southern rebellion, it is guilty of an open breach of international courtesy and friendship, and affords another evidence of the impolicy of owning a newspaper.

The American Government is not now fighting for the North, nor for the South, but for the Union, for the integrity of the American Republic, and if it cannot be restored with slavery, it will be restored without it, the accursed bone of contention removed, and, if necessary, every rebel hung, not as slaveholders, but as rebels. The subjugation of the South and the abolition of slavery will be results of the war, not the objects of it. The North has not began to feel the weight of the contest, and reverses alone will bring it to that point. Should such reverses come then, they can only hasten the uprising of the people to that point that is needed to suppress the rebellion. Many have feared lest the arms of the government might be too successful, and the war be terminated before the public mind has become unanimous on the great slavery question-unanimous for the removal of the cause of the trouble. But there is a Providence that overrules the issue of this war, and if it is his design to terminate slavery with it, the temporary victories of the rebels may prolong the struggle, but will make the issue more decisive. We trust that this war may not cease, even if it lasts for ten years, till the last vestige of slavery is destroyed, and the accursed bone of contention removed from what has been and will yet be a happy and united Republic.

For the Polynesian, a paper owned by the Hawaiian Government, to be thus lending its aid and comfort to the rebels, is, to say the least, base, unmanly and cowardly, and betrays in its organ malice prepense. Although it can have but little weight beyond the circle of its 1474 subscribers, yet we must condemn it, for the animus exhibited. It is just as if, in any rebellion that might arise in this kingdom, California journals should misrepresent the existing government and inflame discontented persons to embark in expeditions against it, shouting with all their voice, that the rebels though "fighting on their knees, have kept the government at bay," that they "have amply vindicated the birthright of freemen, and their title to be called Hawaiians." We can easily conceive of the bitter animosity of the editor of the Polynesian towards the free American Union, but we cannot conceive how this government can honorably tolerate such conduct in its agent and organ.

For Sale or Lease!

THE LARGE AND COMMODIOUS

Dwelling House Lot, situated on Beretania street,
adjoining the premises belonging to Mr. S. Savidge, 517 ft.; upon which there is a substantial adobie building, or and a half story high, with verandah all round, 30 ft. by 18 ft.; one small wooden building, cook house, store room, &c The situation and spaciousness of the the Lot make it a desiroble residence for a family of children. Apply to PAHAU, Carpenter, near the Queen's Hospital, or to WILLIAM BACLE, Kapalama. 331-2m

WM. CROCKETT,

SHIPSMITH REG TO INFORM THE PUBLIC THAT hopes, by strict attention, to merit a share of the public patronage which was formerly bestowed on him, not forgetting to return thanks for past favors. The undersigned has re-opened the shop formerly occupied by Mr. Robert Brown, near the Custom House, on the Esplanade, where he is prepared to execute all kinds of work in the Black

smiths' line in a workmanlike manner and with dispatch

Notice.

WM. CROCKETT.

THE UNDERSIGNED BEING ABOUT TO leave this Kingdom, requests all persons indebted to him to mage immediate payment, and any person having any claims WONG GOO. Hilo, Hawaii, Sept. 24, 1862.

THE STEAMER

WILLLAY UP THE WEEK COMMENC. For KONA. AND INTERMEDIATE PORTS.

On Monday, - - - October 6. At half-hast 4 o'clock, P. M., And will thereafter continue her weekly trips to KONA. N. B .- Arrangement are in progress to run the Annie Laurie.

now nearly ready, in conjunction with the Kilauca, so as to give extended accommodation to the traveling public. JANION, GREEN 4 Co., Honolulu, September, 1862. (331) Agents H. S. N. Co.

MUSIC!

by arrived from the United States of America, is desirous of obtaining permanent or temporary occupation as a Teacher of Vocal and Investors Coular and Melodoon—and a THE UNDERSIGNED, LATE. strumental Music—Pianoforte, Guitar and Melodoon—and a Tuner of Pianos. Having resided for many years in the United

States in the capacity of Teacher of Music, and received manifold and the highest testimonials from competent judges, I offer my services without hesitation, confident that, here as elsewhere I shall succeed in giving entire satisfaction to those who may

honor me with their patronage.

Refers, with permission, to Major E, Hasslocher, Dr. E. Hoffmann, Rev. C. S. Mills, of Punahou College, J. T. Waterhouse, Esq., and Rev. S. C. Damon, all of this place.

3.7 TERMS for tuition, \$1 per lesson, and for Tuning Pianes Applications, made at the residence of S. N. Castle, Esq., or at the store of Castle & Cook, in King Street, will be promptly

Honolula, Sept. 18, 1862. For Sale. ONE LARGE SIZE (No. 6) DOUGLASS

CHAS. G. BRUNELIUS.

Lifting Force Pump, with 14 feet of 2 inch lead pipe. By
4t II. W. SEVERANCE.

Notice. MY WIFE KAAIHUE. HAVING LEFT my bed and beard without just cause or provocation; this is to forbid all persons harboring of trusting her on my account.

Honolulu, Sept. 25, 1862. 331-1m New Books Just Received!

NEW LETTER WRITERS.

Sewall's Ordeal of Free Labor in West Indies, Cook's Cavalry Tactics, 2 vols., Tennent's Natural History of Ceylon, Longfellow's and Wadsworth's Poems, Tennyson's and J. G. Saxe's Poems, John Doe and Richard Roe, Magician's Own Book and Reason Why, 1001 Songs and other Song Books, Webster's Counting House Dictionary, Spier's French Dictionary, Prison Life in Richmond, Bowring's Matins and Vespers, Whittier's Poems, 2 vols., Mrs. Browning's Last Poems

Autobiography of Dr. Carlyle, Harper's Hand Book of European Travel, Temperance Tales and Hearth Stone Reverles How to Write, How to Talk and How to Behave, Together with a great variety of other new and late publica Just Received by Speedwell and for sale by
H. M. WHITNEY. tions, too numerous to mention

Per Notice to Builders. THE BOARD OF EDUCATION HAVING called for Tenders for the re-building of the Lahainalus Seminary, to which many of the Builders and others responde giving in their estimates at, as they considered, the very lowes figure, and at some considerable trouble, expense and waste of time to themselves : but as time oozed on, they had the gratification to learn that the said notice was an entire hoax upor them, given by the usual clique of missionary dabblers, they having at the moment of giving the said notice previously arranged for their own satelites to perform the work, and on their own conditions. This notice is therefore given to caution and protect the public from further fraud by whining and hyporiti-cal calls upon them in the furtherance of the said building, or

for its support in any other shape whatever.

Honolulu, September 24, 1862. HENRY ALLEY. A. S. CRINBAUM & CO., Importers and Wholesale Dealers in Fashionable Hats, Caps, Boots and Shoes, and every variety of Gentle

men's Superior Furnishing Goods. Store, formerly occupied by W. A. Aldrich, Esq., in Makee's Block, Queen Street, Honolulu, Oahu. 330-1y SHERMAN PRCK, H. A. P. CARTER, CHAS. H. LUNT

C. BREWER & CO., Commission & Shipping Merchants, Honolulu, Oahn, H. I.

JOHN. M. HOOD, Esq.,.....New York. JAMES HUNNEWELL, Esq.,) CHARLES BREWER, Esq.,Boston. H. A. PEIRCE, EST.,
MESSES, MCRUER & MERRILL,
CHAS. WOLCOTT BROOKS, Esq.,
.... San Francisco.

10,000 Bricks! To Arrive per "Young Hector!"

For sale by (330-3m) WILCOX, RICHARDS & Co. Ex "Speedwell." FRESH CRANBERRIES-10-gal. Kegs,

Hamblen & Baker's Oysters, Half bbls. Clear Pork, Vinegar, &c., &c., &c. For sale by WILCOX, RICHARDS & Co.

Shooks!! Shooks!! Sugar keg Shooks, Syrup keg Shooks, Barrel Shooks,

MANUFACTURED FROM THE CALIperior quality, and can be sold by the undersigned at lower rates than any other shooks imported into this market. Orders filled in quantities to suit purchasers. WILCOX, RICHARDS & Co.

HART & CO.

Have Just Received per FROM SAN FRANCISCO. A LARGE, VA-

Which they now offer for sale at the LOWEST MARKET RATES CLOTHING EMPORIUM,

FASHIONABLE CLOTHING!

ON QUEEN STREET. The new assortment consists in part of the following very de-

SHIRTS. Grey wool shirts (open fronts,) Polka shirts, Grey wool shirts (close fronts) Fine white shirts,

DRAWERS. Grey wool drawers,

PANTS. French cassimere pants (plain, plaid and fancy,) Melton pants, Blue cloth pants, wooien plaid pants, linen check pants, Tweed pants (plain and fancy,) blue flannel pants, cottonade pants, Satinet

pants in great variety. COATS. Blue flannel coats, blue cloth sacks, black cloth sacks,

Fancy cassimere coats, skeleton coats, alpaca coats, White linen coats, check linen coats Melton coats, Union costs, VESTS. White Marseilles vests, Fancy Marseilles vests, &c., &c.

SUNDRIES. Ribbed jackets, pilot cloth jackets, grey satinet jackets, German

socks, fine boots and shoes, hats and caps of every style, white half hose, brown hose, mixed half hose, &c., &c.ALSO....

General Assortment of SEAMEN'S CLOTHING, both

INFITS and OUTFITS. Please give us a call.